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CERTIFICATE OF LIMITED PARTNERSHIP
OF
FELDHUSEN FAMILY LIMITED PARTNERSHIP

STATE OF IDAHO)
 : ss.
County of Twin Falls)

The undersigned, parties desiring to form a limited partnership, do hereby swear and certify as follows:

(a) The name of the partnership is FELDHUSEN FAMILY LIMITED PARTNERSHIP.

(b) The character of the business of the partnership shall be to acquire, hold, operate, manage and dispose of, as liquidity is desired, the real and personal property owned by the partnership as set forth on the schedules attached hereto and incorporated herein by reference and to hold, lease, exchange, sell, dispose of and otherwise deal with such property in any manner whatsoever and to carry on any and all business activities incident thereto, all for the purpose of which this partnership was formed.

(c) The location of the principal place of business of the partnership is Route 1, Kimberly, Idaho, 83341. The resident agent is John S. Feldhusen, Jr., Route 1, Kimberly, Idaho, 83341.

(d) The name and place of residence of the general partner is as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
JOHN S. FELDHUSEN, JR.	Route 1 Kimberly, Idaho 83341

(e) The name and place of residence of each of the limited partners in the partnership is as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
JOHN S. FELDHUSEN, JR.	Route 1 Kimberly, Idaho 83341
JOHN S. FELDHUSEN, JR. Trustee of The Mary Ann Feldhusen Trust	Route 1 Kimberly, Idaho 83341

(f) The partnership shall exist indefinitely from the date hereof until terminated pursuant to the terms of the Partnership Agreement.

(g) The amount of cash and a description of and the agreed value of the other property contributed by each partner and each limited partner are as follows:

<u>NAME</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
JOHN S. FELDHUSEN, JR.	Exhibit "A" attached	\$ 51,502.00
JOHN S. FELDHUSEN, JR.	Exhibit "B" attached	\$138,516.00
JOHN S. FELDHUSEN, JR. as Trustee of The Mary Ann Feldhusen Trust	Exhibit "B" attached	\$324,000.00

(h) The general partner shall be required to make additional capital contributions if additional capital is needed to maintain partnership operations. The limited partners shall not be required to make additional contributions to the partnership unless they agree to do so.

(i) Cash available for distribution shall be determined on a cash basis for federal income tax purposes adding back to this item all depreciation and any other non-cash expense items and subtracting all cash expenditures of the partnership not taken into account in determining taxable income. The cash available for distribution may then be distributed annually to the partners in proportion to the number of interests that each partner has in his or her respective capital account to the total interests of the combined capital accounts of all partners.

(j) A limited partner may not assign or encumber all or any part of his interest in the partnership.

(k) A limited partner may not withdraw in whole or in part from the partnership. The general partner shall not withdraw from the partnership at any time if such withdrawal shall result in a termination of the partnership. Notwithstanding anything herein to the contrary, the representative of a deceased limited partner desiring to sell their interest in the partnership upon the death of a limited partner shall first offer the interest of the deceased limited partner to the partnership. The purchase price shall be defined to mean the partner's interest as determined by the percentage of that partner's capital account to the total of all capital accounts and the fair market value of the net assets of the partnership. If the

partnership fails for whatever reason to purchase any or all of the limited partner's interest offered for sale within sixty (60) days, the remaining partners, if any, on a pro rata basis, shall have the next option to purchase the limited partner's interest offered at the purchase price; said option to purchase to the remaining partners shall be for thirty (30) days from the first date of offer by the limited partner. If the limited partner's interest offered for purchase remains unsold at the expiration of the option period set forth herein, then said deceased limited partner's interest shall pass to said limited partner's estate to be distributed by said deceased limited partner's estate to the deceased limited partner's lawful heirs.

In the event the option is exercised the purchaser shall pay a down payment of ten percent (10%) of the fair market value with the balance paid in ten (10) equal, annual installments including interest at the rate of nine percent (9%) per annum.

(1) Only upon termination of the partnership shall a partner be entitled to receive or a general partner be entitled to make distributions to a partner which include a return of all or any part of the partner's contribution.

(m) The partnership shall be dissolved upon the occurrence of any of the following:

(1) The election of the general partner to

dissolve and terminate the partnership; provided, that in such case the limited partners shall have the right to continue the partnership upon approval of all of the limited partners by electing to convert the partnership to a general partnership.

(2) The final disposition of all interest in the assets of the partnership.

(3) The death and/or termination of all limited partners shall terminate the partnership, but the executor, administrator or a trustee acting pursuant to a trust or the last will and testament of such deceased limited partner shall have all of the rights of the deceased limited partner for the purpose of settling his or her estate; and such executor, administrator or trustee, shall have full power to constitute himself or his assigns a substituted limited partner solely for purposes of winding up the limited partner's affairs.

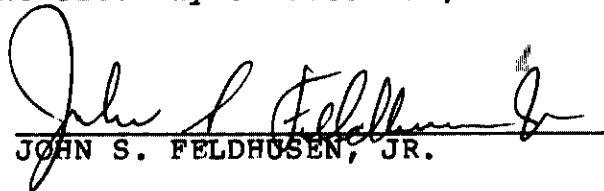
(4) The death, retirement, dissolution or insanity of the general partner shall operate as a dissolution of the partnership.

(5) Any other event causing termination of limited partnerships generally at law unless the partners unanimously and specifically provide to the contrary.

(n) Upon the death or incapacity of the general partner, the remaining partners shall have the right to

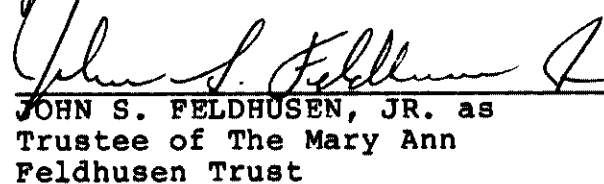
continue the partnership business or to wind up and liquidate the partnership. If the general partner elects to dissolve and terminate the partnership, the limited partners shall have the right to continue the partnership upon approval of all of the limited partners by electing to convert the partnership to a general partnership.

IN WITNESS WHEREOF, the undersigned have executed this certificate effective the 31st day of December, 1987.


JOHN S. FELDHUSEN, JR.

"General Partner"


JOHN S. FELDHUSEN, JR.

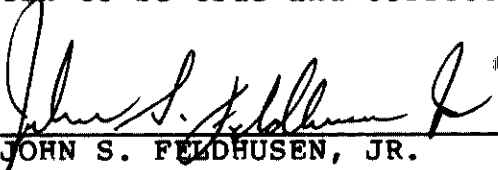

JOHN S. FELDHUSEN, JR. as
Trustee of The Mary Ann
Feldhusen Trust

"Limited Partners"


STATE OF IDAHO)
 : ss.
County of Twin Falls)

The undersigned, being first duly sworn upon oath,
depose and say:

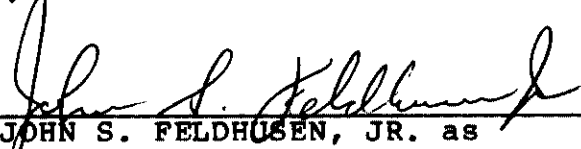
That we are the general partner and limited
partners in the above agreement; that we have read the
foregoing Certificate, know the contents thereof, and
believe the facts stated therein to be true and correct.



JOHN S. FELDHUSEN, JR.




JOHN S. FELDHUSEN, JR.



JOHN S. FELDHUSEN, JR. as
Trustee of The Mary Ann
Feldhusen Trust

SUBSCRIBED AND SWORN to before me this 8 day of
July, 1988.



Notary Public for Idaho
Residing at Twin Falls
My Commission Expires: 8-12-93

SCHEDULE "A"
GENERAL PARTNER CAPITAL CONTRIBUTIONS

<u>Name</u>	<u>Description of Asset</u>	<u>Value</u>	<u>Number and % of Partnership Interests</u>	
			<u>Units</u>	<u>%</u>
John S. Feldhusen, Jr.	Land	\$79,000		
	Mortgage	<u>(\$27,498)</u>		
	NET	<u>\$51,502</u>	<u>51,502</u>	<u>10%</u>

SCHEDULE "B"
LIMITED PARTNER CAPITAL CONTRIBUTIONS

<u>Name</u>	<u>Description of Asset</u>	<u>Value</u>	<u>Number and % of Partnership Interests</u>	
			<u>Units</u>	<u>%</u>
John S. Feldhusen, Jr.	Land	\$225,558		
	Mortgage	<u>(\$87,042)</u>		
	NET	<u>\$138,516</u>	<u>138,516</u>	<u>26.9%</u>
Mary Ann Feldhusen Trust	Land	\$485,442		
	Mortgage	<u>(\$160,442)</u>		
	NET	<u>\$324,000</u>	<u>324,000</u>	<u>63.1%</u>
TOTAL		<u>\$462,516</u>	<u>462,516</u>	<u>90.0%</u>